

ADDENDUM A

CRESCA PRIMARY SCHOOL FINANCIAL TERMS AND CONDITIONS

1. ACCEPTANCE OF LIABILITY

- 1.1.** The undersigned person (legal Custodian/s) is/are responsible for the accounts//s, as fully explained in the standard Cresca Primary Application for Admission Form ("the Application Form") and herewith assumes liability for the account alternatively binds himself/herself irrevocably as Legal Custodian/s for payment of all School fees (and all other amounts owing) to Cresca Primary School ("the School");
- 1.2.** Kindly take notice that School fees may be reviewed during mid-term/s if and when the economic situation would necessitate such reviews.

2. TERMS OF PAYMENT

- 2.1.** It is recorded that School fees are determined at the beginning of each year, and may be reviewed mid-term (refer para. 1.2) and the LEGAL CUSTODIANS (account holder/s shall be informed of the results thereafter in writing. After the yearly determination/review of fees, the LEGAL CUSTODIANS (account holder(s)) shall be invoiced for the said School fees due.
- 2.2.** The LEGAL CUSTODIANS account holder(s)) shall immediately inform the School if he/she/they have not received an invoice at the start of the academic year and each month, whichever is relevant.
- 2.3.** School fees for a 12 (twelve) month period, or proportionally in the event of special cases or mid-term admissions, are payable in advance by the 1st (first) day of January, or any relevant month depending on the fee payment option exercised by the LEGAL CUSTODIAN/S (account holder(s)) in the Application form.
- 2.4.** In the event where the School fees are not paid in full up front, payments are to be made (in terms of para. 2.), free of any deductions or set offs, on or before the 1st (first) day of every consecutive calendar month.
- 2.5.** In the event where an existing account is/has not been managed in the proper manner, no further applications will be considered.
- 2.6.** There will be no refund of the registration fee where the Learner (Scholar) leaves the School or does not attend School at all as set out on the Application Form.

3. PAYMENTS

- 3.1 All and any payments due to the School, shall be affected in electronic transfer to:

Account Name: Cresca Learning Academy
Account Number: 62622734277
Bank: First National Bank
Branch Code: 250655
Reference: Child's name & Surname
Email: accounts@cresca.co.za

4. LATE PAYMENTS

- 4.1. The School reserves the right to charge a penalty / interest fee of 2% per month on all accounts outstanding if not settled by the respective due dates. Monthly fees not fully paid up by the 3rd (Third) of each month, shall be considered overdue.
- 4.2. Any accounts that are in arrears and outstanding for 30(thirty) days and longer, may be handed over to our attorneys or Debt Collectors for collection and all costs so incurred will be for the LEGAL CUSTODIAN'S (debtor's/s) account.

5. BREACH OF CONTRACT

- 5.1 In the event where the undersigned Legal Custodians or guardian commits a breach of contract of any of the terms of this Agreement and fails to remedy such breach within 5 School days from the date of which written notice (via email or hard copy) has been given of such breach, the School may, in its sole discretion and judgment;
- 5.2. Refuse the learner further entry to the School's premises until the breach has been remedied, or
- 5.3. Claim damages from the Legal Custodian/s and/or the sureties and guardian;
- 5.4. To take whatever legal steps that may be deemed necessary.
- 5.5. The costs of which shall be for the account of the person/s in breach.

6. INDEMNITY

- 6.1. Parent/s and/or Guardian/s, Legal Custodian/s and Learners, shall hold harmless and indemnify the School-, School Board-, System-, its Personnel, staff, Relief staff, officers, employees, agents, sponsors, donors from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the educational framework granted by the relevant National Government/Provincial Governmental/Local Governmental, as the case may be, authorities, its Subsidiaries or there officers, employees, agents, or representatives.

7. GENERAL

This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or terms hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and not extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill of exchange or other document issued pursuant thereto or in terms of this Agreement, shall be binding unless reduced to writing and signed by all the parties thereto any such extension, waiver or relaxation or suspension which is so given or made, shall be (strictly) construed as relating strictly to the matter in respect whereof it was made or given.

8. JURISDICTION

The parties agree to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrates Court act, 32 of 1944, as amended, in all matters requiring adjudication pursuant to this agreement.

9. CREDIT INFORMATION

The account holder(s), surety or guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the Credit Act 2002 and at the sole discretion or instance of the School Governing Body.

I understand that the details supplied by me, on this form are protected in terms of the POPI legislation. CRESCA PRIMARY may however use any of the details supplied by me, on this form to pursue payment by me for any unpaid accounts.

10. DOMICILIUM

The parties choose as their domicilia citandi et executandi their respective addresses asset out in the Application form.

I confirm that the information furnished by me above is true and correct, and I further submit that the above-mentioned address, contact number and email address is the company my chosen *domicillium* addresses for the purpose of service of any invoices, statements, notices and/or legal documents.

11. LEGAL FEES

In the event where the School institutes legal action against the LEGAL CUSTODIAN/S, he/she/they will be liable for all legal fees on an attorney and client scale, plus collection costs, commission, interest, tracing, agency and other fees commensurate herewith.

12. CANCELLATION

- 12.1.** The LEGAL CUSTODIAN/S do undertake herewith to give 1 (one) month written notice of termination of the attendance (enrolment) of a scholar as well as his/her use of the aftercare facilities. If notice is received in the last term of the School year including the month of January, the legal custodian/s undertake to give (1 (one) full term's notice of termination).

- 12.2.** In the event where the LEGAL CUSTODIAN/S, do not adhere to the above mentioned (12.1) he/she/they will be liable for the full payment of three months (1 (one) full School term).
- 12.3** The School shall be entitled to terminate the admission/enrolment of any learner under the following circumstances:
- 12.3.1** Summarily and with immediate effect, if the learner is guilty of an offence which, in the sole judgement (opinion) and discretion of the School, renders his/her continued admission/enrolment of (at) the School impossible/unfeasible, in which case (event) the LEGAL CUSTODIAN/S after deduction of all amounts owing to the School and after taking into account all penalties, if any, will be refunded a pro-rata (pro)portion of any such fees having already been paid in advance in respect of such learner/s, but shall not be entitled to the refund of the School registration fee.

I/We, the undersigned, ..., hereby certify that we

have read, understood and familiarized ourselves with the **FINANCIAL TERMS AND**

CONDITIONS OF CRESCA PRIMARY SCHOOL.

I/We accept, full responsibility/liability, jointly and/or severally for any indebtedness to CRESCA PRIMARY SCHOOL for the due and punctual payment of the enrolment fees (once-off, non-refundable), School fees and any other amounts which may become due and payable to CRESCA PRIMARY SCHOOL or in respect of participation in or attendance or any extra-curricular activity.

We accept the Financial Terms and Conditions of which a copy has been kept.

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SIGNATURE OF PARENT

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DATE

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SIGNATURE OF SECOND PARENT

.....

DATE

.....

SIGNATURE OF CRESCA REPRESENTATIVE

.....

DATE

The Cresca Team would like to thank you for your interest in our facility. We Hope that you find all the information supplied relevant and informative. If you have any additional questions, please do not hesitate to contact us.

Kind Regards
The Cresca Team
accounts@cresca.co.za
 021 905 0424